



TOWN OF EAST WINDSOR ENGINEERING & PUBLIC WORKS

Mailing Address: 11 Rye Street, Broad Brook, CT 06016

Physical Address: 6 Woolam Road, East Windsor, CT 06088

Leonard J. Norton, P.E. - Director of Public Works/Town Engineer- Phone (860) 292-7073, Fax (860) 292-7072

RFB Documents – Roof Repair-Replacement Department of Public Works

East Windsor, CT – February 25, 2016

East Windsor Request for Proposal

Sealed bids will be submitted to the Director of Public Works/Town Engineer, 11 Rye Street, Broad Brook, CT 06016, by 11:00a.m. March 18, 2016, at which time bids will be publicly opened. This Project includes the removal, replacement of +/- 4000sf of roof at the Department of Public Works 6 Woolam Rd East Windsor, CT. The contractor shall furnish all necessary trained personnel, equipment and material necessary to perform work for the Town of East Windsor. All work shall be based on the unit bid price. Work needs to be complete within 30 days of start date.

INFORMATION FOR BIDDERS

The Information for Bidders, Form of Bid, Specification, and other contract documents may be obtained or examined on the Town Web Site, eastwindsorct.com or at the Department of Public Works Office, 6 Woolam Rd East Windsor, CT 06016 on Monday, Tuesday, Thursday, Friday 7:30am - 1:30pm.

Site Inspection – There will be a mandatory walkthrough to review the project to be held at 6 Woolam Rd East Windsor, CT 06016 at 10:00a.m. on March 8, 2016. Each bidder shall satisfy himself as to the nature and location of the work, the general and local conditions and all other matters which can in any way affect the work or the cost of successfully performing the work.

Addenda & Interpretations – Any request from prospective bidders for interpretation of meaning of contract, specifications or other contract documents shall be submitted by email to Lnorton@eastwindsorct.com before 12:00pm March 15, 2015. Interpretations will be made in the form of written addenda to the contract documents, which addenda shall become a part of contract. No later than three (3) days prior to date fixed for opening of proposal, addenda will be emailed to all person who obtained contract documents and provided information to be included on the list of bidders. Failure of any bidder to receive such addenda shall not relieve bidder from any obligation under his proposal as submitted.

Proposal – Each proposer shall fill in all blank spaces of the BID FORM in ink with no changes made to the form. Each bid must be in a sealed envelope addressed to the Director of Public Works/Town Engineer, 11 Rye Street, Broad Brook, CT 06016. Bids, to receive consideration, must be in the hands of the authorized representative no later than the day and hour mentioned above.

Tax Exemption – Purchase of materials are exempt from Connecticut sales tax.

Bid Security - A satisfactory Bid Bond or Certified Check, in an amount equal to five percent (5%) of the base bid, shall be submitted with each bid. The Bid Bond shall be made payable to the Town of East Windsor and shall be properly executed by the Bidder. A 100% Performance, Labor and Material Bond is also required. All sureties must be listed on the most recent IRS circular 570.

Method of Award – The contract will be awarded to the lowest qualified bidder submitting the lowest bid complying with conditions of these Contract Documents. The lowest qualified bidder shall be determined in the following manner: Any local-based bidder which has submitted a bid of no more than 5% higher than the low bid, provided such local-based bidder agrees to accept the award of the bid in the amount of the low bid. If more than one local-based bidder has submitted a bid of no more than 5% higher than the low bid and has agreed to accept the award at the amount of the low bid, the lowest responsible bidder shall be that one of such responsible local-based bidders which has submitted the lowest bid. If no local-based bidder has submitted such a bid, then the same conditions and procedures shall apply to state-based bidders. Local- and State- Based businesses shall be businesses with a principal place of business located within the Town of East Windsor or the State of Connecticut that meet all of the requirements of the specific bid for such contractor. The bidder to whom the award is made will be notified at the Town's convenience. The successful bidder shall execute and deliver to the Town within ten (10) days after receiving the Notice of Award, and Agreement in the form provided by the Owner in such number as Town shall require

Right to Reject Proposals – The town reserves the right to reject any or all proposals if it is the Town's best interest to do so. Proposals submitted or received after the scheduled closing time for receipt of bids will be rejected.

Qualifications of Bidder- The Town may make such investigation as deemed necessary to determine the ability of the bidders to discharge his contract. The bidder shall furnish the Town with all such information and data as may be required for that purpose. The Town reserves the right to reject any bid if the bidder fails to satisfactorily convince the Town that he is properly qualified by experience and facilities to carry out the obligation of the Contract and to satisfactorily complete the work called for herein. Conditional bids will not be accepted.

Execution of Contract- Upon receipt of acceptable signed Agreement, the Town will, within ten (10) days, enter into and sign the Agreement unless it deems it not in the best interest of the Town. The notice to proceed shall be issued within ten (10) days of the execution of the Agreement by the Town.

Should there be reason why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement.

Payment- For a contract less than 60 days duration, payment shall be made within 30 days of completion of work.

Retainage- A 10% retainage shall be held from payments made to Contractor until final completion and acceptance of all work covered by contract.

Time of Completion – The bidder must agree to commence work on or before the date specified in the Notice to Proceed and to faithfully complete the project within thirty (30) calendar days. The Town may deduct \$100.00 per day from payment due to the contractor for everyday beyond this time limit.

All bids will be valid for a period of sixty (60) days.

Project Description- The project includes the removal and replacement of +/- 4000 sf of roof at East Windsor Department of Public Works, 6 Woolam Rd. The bidder is responsible to visit the site and familiarize himself with existing conditions. Items needed to complete this project shall include, but are not limited to, the following:

- Removal of existing phenolic foam roof down to steel deck.
- Painting rusted areas on steel deck.
- Mechanically fasten insulation over steel deck to match existing roof insulation thickness.
- Fully adhered rubber roof using .060 Black EPDM.
- Re flash all roof penetrations and parapet walls.
- New metal cap flashings and counter flashing.
- Install new gutter and down stouts.

FEDERAL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

(OSHA)

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.

(a) Each contract for a public works project entered into on or after July 1, 2009, by the state of any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of Chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall required that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issue by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S.1; P.A. 08-83, S.1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10 hour or more construction safety course and adding

provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and health Administration Standards" and setting new deadline of January 1, 2009. Deleted former Subsec. (d) re "public building". Added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective July 1, 2009.

Informational Bulletin
The 10-Hour OSH Construction
Safety and Health Course

(Applicable to public building contracts entered into on or after
July 1, 2007, where the total cost of all work to be performed
is at least \$100,000)

This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

The course is required for public works construction projects (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;

It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;

The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

The internet website for the federal OSHA Training Institute is
[http://www.osha.gov/fso/ote/training/edcenters/fact sheet](http://www.osha.gov/fso/ote/training/edcenters/fact%20sheet.html).html;

The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation of provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance

Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. 31-53(f) on which such employee's name first appears;

Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in non-compliance;

Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860) 263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETIONS, WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

Bid Form

**Town of East Windsor
Department of Public Works Roof Repair-Replacement
6 Woolam Rd
East Windsor, CT**

**To: Town of East Windsor
 11 Rye Street, Broad Brook, CT 06016**

From: Name of Bidder:_____

Address of Bidder:_____

1. The undersigned, having examined the Contract Documents, including the Contract Drawings, Project Description and Instructions to Bidders, and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, material, equipment and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents, for the stipulated sum of:

Bidders must fill in "Bid Unit Price" and "Extended Amount" for each bid item. Extend all prices to two decimals.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	BID UNIT PRICE	EXTENDED AMOUNT
1	Roof Replacement	SF	+/-4000	\$	\$

TOTAL OF ALL BID ITEMS: \$ _____

WRITTEN _____ DOLLARS

AND _____ CENTS

The replacement of any roof decking will be a per unit price of \$_____sf

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the Owner reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

Bid prices shall not include any sales, excise or other taxes for which the Town is not liable. Town of East Windsor is the awarding authority. The Bidder agrees to hold the above pricing for sixty (60) days.

The Bid security in the sum of: 5% OF TOTAL BID is to become the property of the Town in the event the above forms are not executed within the time set forth above, as liquidated damages, and not as a penalty for the delay and additional expense to the Town caused thereby.

The undersigned acknowledges receipt of addendum numbers: _____

The undersigned understands and agrees to comply with and be bounded by the Instructions to the Bidders used for this work.

This Bidder hereby agrees to being work immediately upon receipt of the official Notice to Proceed and to substantially complete the work within thirty (30) days thereafter. In submitting this bid, it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the date of bid opening.

Respectfully Submitted By: (Signature) _____

Name (Please Print): _____

Title: _____

SEAL
(If Bid is by a Corporation)

Company: _____

Business Address: _____

Business Phone: () _____

Business Fax: () _____

Email Address: _____

License No.: _____

License Type: _____

Type of Business Entity: _____

(Corporation, co-partnership, individual, etc.)

Individual members of firm:

A. List subcontractors to be used and identify the work they will perform, or attach a separate list: _____

President of Corporation: _____

Secretary of Corporation: _____

Corporation is organized under law of the State of: _____

Bid dated this _____ day of _____, 2013.

END OF BID FORM

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal,

Hereinafter called "PRINCIPAL," and _____

As Surety, hereinafter called "SURETY," are held and firmly bound unto the Town of East Windsor, Connecticut, as Obligee, hereinafter called "TOWN," in the amount of

_____ Dollars, (\$ _____), for the payment whereof

PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written Contract dated _____
entered into a Contract with TOWN for _____

Which Contract is by reference made a part hereof, and is hereinafter referred to as the

"CONTRACT."

NOW, THEREFORE, the condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said CONTRACT, and shall certify in writing that all wages paid under said CONTRACT to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the Town of East Windsor, then this obligation shall be null and void, otherwise it shall remain in full force effect.

Whenever PRINCIPAL shall be, and declared by the TOWN to be in default under the CONTRACT, the TOWN having performed its obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

Complete the CONTRACT in accordance with its terms and conditions; or

Obtain a bid or bids for submission to the TOWN for completing the CONTRACT in accordance with its terms and conditions, and upon determination by the TOWN and SURETY of the lowest possible bidder, arrange for a CONTRACT between such bidder and the TOWN, and make available as work progresses (even though there should be a

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default or a succession of defaults under the CONTRACT or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term, "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the TOWN to PRINCIPAL under the CONTRACT and any amendments thereto, less the amount properly paid by the TOWN to the PRINCIPAL.

No right of action shall accrue on this bond to or for use of any person or corporation other than the TOWN named herein or the heirs, executors, administrators or successors of TOWN.

Signed and sealed this _____ day of _____, A.D., 20____.

In the Presence of:

(PRINCIPAL)

By: _____

(SURETY)

By: _____

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LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

Note: This bond is issued simultaneously with another bond in favor of the Town of East Windsor, Connecticut conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, hereinafter called "PRINCIPAL," and _____ as Surety, hereinafter called "SURETY," are held and firmly bound unto the Town of East Windsor, Connecticut, as Obligee, hereinafter called "TOWN," for the use and benefit of claimants as herein below defined, in the amount of _____ Dollars (\$ _____), for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written Contract dated _____ entered into a Contract with Town for _____ made a part hereof, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, the condition of this obligation is such, that if the said PRINCIPAL shall pay for all labor and materials furnished to himself or his Subcontractors for use in the prosecution of the Work, and used therein, then, this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Sections 49-41, 49-41a, 41-49b, 49-42 and 49-43 of the General Statutes (C.G.S.A. and Supp. 1989) of the State of Connecticut and any other applicable laws, and the rights and liabilities hereunder shall be determined and limited by said sections and said other applicable laws, to the same extent as if they were copied at length herein.

Signed and sealed this _____ day of _____, A.D., 20____.

In the Presence of:

_____ (SEAL)

(PRINCIPAL)

By: _____

(SURETY)

By: _____

Insurance – The Contractor shall have the required insurance which shall be maintained in force until all work performed on this project is completed. All policies shall hold harmless the Town of East Windsor and the Town and its agents shall be named additional insured. Each insurance certificate shall contain a statement by the insurance carrier not to cancel the policy except upon thirty – (30) days notice to the Town.

Schedule of Insurance:

Manufacturer's and Contractor's Liability:

Personal Injury Liability	\$1,000,000 Per Person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

Automotive Liability:

Personal Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence

Town's Protective Liability:

Personal Injury Liability	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence

The Contractor shall also carry Worker's Compensation Insurance as required by the State of Connecticut and any other applicable laws and regulations for all employees engaged in work under the Contract.

